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Attorneys for Defendants  
CONTERM HONG KONG LTD. and VANGUARD LOGISTICS  
SERVICES HONG KONG LTD.  
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PETER J. ZAMBITO (9362 PZ)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
ENERGIZER S.A.,

Plaintiff,

- against -

M/V YM GREEN, her engines, boilers and tackle  
*in rem*, YANG MING MARINE TRANSPORT  
CORP., YANGMING (UK) LTD., ALL  
OCEANS TRANSPORTATION INC.,  
KAWASAKI KISEN KAISHA LTD., CONTERM  
HONG KONG LTD., VANGUARD LOGISTICS  
SERVICES HONG KONG LTD., FIEGE GOTH  
CO., LTD. and SHENZHEN HIGH POWER  
TECHNOLOGY CO. LTD.,

Defendants.

-----X

**ECF CASE**

07 Civ. 7406 (LTS)

**ANSWER TO CONTINGENT  
CROSSCLAIMS**

Defendants, CONTERM HONG KONG LTD. (hereinafter "CONTERM") and  
VANGUARD LOGISTICS SERVICES HONG KONG LTD. (hereinafter "VANGUARD"), as  
and for their Answer to defendant YANG MING MARINE TRANSPORT CORP.'S (hereinafter  
"YANG MING") Contingent Crossclaims allege upon information and belief as follows:

1. Defendants CONTERM and VANGUARD repeat and reallege each and every  
paragraph set forth in their Answers to Complaint, Crossclaims, Contingent Crossclaims,

Counterclaims and all pleadings affecting CONTERM and VANGUARD with the same force and effect as if set forth here at length.

2. Denies the allegations contained in paragraphs 46 and 47 of the Contingent Crossclaim and denies having sufficient knowledge or information to form a belief as to the co-defendants.

### **ANSWERING THE SECOND CONTINGENT CROSSCLAIM**

3. Defendants CONTERM and VANGUARD repeat and reallege each and every paragraph set forth in their Answers to Complaint, Crossclaims, Contingent Crossclaims, Counterclaims and all pleadings affecting CONTERM and VANGUARD with the same force and effect as if set forth here at length.

4. Denies having sufficient knowledge or information to form a belief as to the allegations contained in paragraphs 49, 50 and 53 of the Contingent Crossclaim.

5. Denies the allegations contained in paragraphs 51 and 52 of the Contingent Crossclaim and denies having sufficient knowledge or information to form a belief as to the co-defendants.

### **FOR A FIRST, SEPARATE AND COMPLETE DEFENSE**

6. CONTERM and VANGUARD adopt all defenses raised in their Answers previously filed, as well as all defenses raised by co-defendants insofar as applicable.

WHEREFORE, defendants CONTERM and VANGUARD demand judgment to dismiss the Contingent Crossclaims, together with the costs, disbursements and reasonable counsel fees and for such other or different relief as to this Court may be just in the premises.

Dated: New York, New York  
September 12, 2008

DOUGHERTY, RYAN, GIUFFRA, ZAMBITO & HESSION  
Attorneys for Defendants  
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